



Groups and Tours Contract Terms and Conditions

1) General

In this contract ("the Contract") unless the context otherwise requires:

"Company" means the company, firm, body or person purchasing the Services;

"Hotel" means Cedar Court hotels

"Services" means the services to be provided by the Hotel to the Company hereunder.

The Contract will only come into being upon acceptance by the Hotel of the booking made by the Company and the following conditions shall be deemed incorporated into the Contract.

The Contract will be subject to these conditions. All terms and conditions appearing or referred to in the Company's booking application or otherwise stipulated by the Company shall have no effect.

2) Charges

The price of the Services ("the Price") is, that which is set out in the booking confirmation, issued by the Hotel or otherwise agreed between the Company and the Hotel.

The Hotel reserves the right to amend the Price upon written notice to the Company in order to reflect any changes in costs beyond the reasonable control of the Hotel. The Company will be asked to confirm acceptance of the increased Price.

Credit facilities must be agreed in writing by the Hotel prior to the date of commencement of the provision of the Services pursuant to the Contract ("the Date of Arrival").

For credit accounts, the Hotel must receive full payment 14 days after the date of the invoice issued by the Hotel.

Unless credit facilities have previously been arranged, the Company shall make full payment of the amount due no later than seven days before the Date of Arrival.

If payment is not made in accordance with paragraphs (iv) and (v) above, then the Hotel will charge interest at an annual rate of 2.5% above base rate. Such interest will be calculated on a day to day basis on the balance outstanding from the due date for payment until the Hotel receives payment in full.

The Hotel reserves the right to withhold or withdraw credit facilities at any time without further liability upon written notice to the Company if the Hotel has genuine doubts as to the financial position of the Company.

The Company shall not be entitled to withhold payment of any amount payable under the Contract because of any disputed claim of the Company in respect of defective services or any other alleged breach of contract, nor shall the Company be entitled to set off against any amount payable under

the Contract, any monies which are not then presently payable by the Hotel or for which the Hotel disputes liability.

The Hotel reserves the right to request a deposit ("the Deposit") from the Company in such amount as is agreed between the Company and the Hotel. Any deposit requested will only be returnable in accordance with the provisions of Clauses 4 and 5. The Hotel reserves the right to set off from the Deposit any amount due to it under the provisions of the Contract.

3) Final Details and Rooming Lists

The Company must confirm 28 Days prior to the Arrival the number and type of bedrooms to the Hotel in writing in order to confirm the booking.

The Hotel will make every effort (but without obligation) to allow for slight increase in requirements.

A final rooming list to be sent to the hotel no later than 14 days prior to the Date of Arrival.

If specified meal times are required, this must be forwarded to the Hotel 14 days prior to the Date of Arrival and the Hotel will make every effort to accommodate the meal time requested.

Arrival time at the Hotel must be confirmed with the Final Rooming List 14 days prior to the Date of Arrival.

4) Cancellation by the Client

To avoid incurring charges the Company must provide written notification of cancellation which must be received by the Hotel no later than 28 days prior to arrival. Failure to do this will entitle the Hotel to raise cancellation charges charge the Company as follows:

For notice of Cancellation received between 28 and 14 calendar days of Date of Arrival – 75% of amount due

For notice of Cancellation received within 14 calendar days of Date of Arrival – 100% of amount due

5) Cancellation by the Hotel

The Hotel reserves the right to terminate this Contract if:

the Hotel or any part of it is closed or damaged due to circumstances beyond it's reasonable control;
or

the Company becomes unable to pay its debts (in accordance with the provisions of the Insolvency Act 1986) or enters into Liquidation or receivership or administrative receivership or any analogues event occurs in any jurisdiction; or

the Company is not abiding with the Contract; or

The provision of accommodation to the Company may, in the reasonable opinion of the Hotel, result in damage to the physical structure or reputation of the Hotel the subject of the Contract or the reputation of the Hotel.

If any of the circumstances detailed above occur, the Hotel may in its absolute discretion return the Deposit (if any) to the Company.

6) Alternative Accommodation

If the Hotel is unable to provide the accommodation that has been reserved the Hotel will make reasonable efforts to provide an alternative. The alternative will be the same grade (Tourism Crown Scheme or Motoring Organisation) and as near as possible in location terms to the original Hotel the subject of the Contract.

7) General

The Hotel will take all reasonable steps to fulfil its obligation in respect of the Contract as stated. However, it reserves the right to provide alternative services of at least equivalent standard at no additional cost to the Company.

The Hotel reserves the right to pass on to the Company any additional costs as may be authorised by the Company's Representative or caused by the Company (or any party on whose behalf the Company is acting) not adhering to the agreed times for services.

The Hotel will not be liable to the Company for any default under these conditions as a result of any of the following circumstances:

Strikes, other industrial action, Act of God, Civil Unrest or Legal action against the Hotel, not resulting from its negligence, preventing the supply of services.

Each of these conditions is separate and if any are held unenforceable, they shall not affect the enforceability of any other terms.

The Contract, its validity and performance shall be subject to English law and the parties hereby submit to the non-exclusive jurisdiction of the English courts.

No variation of these conditions shall be effective, unless in writing and signed on behalf of the Hotel and the Company.